

ANDREW J. WEILL, State Bar No. 073093

BENJAMIN, WEILL & MAZER

235 Montgomery Street, Suite 760

Telephone: (415) 421-0730

VIERRA MAGEN MARCUS & DENIRO LLP

Telephone: (415) 369-9660

STIPULATED PROTECTIVE ORDER
Case No. 07-04231 (CRB)

Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 11, below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and outside counsel (and their support staff).

2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.3 "Confidential" Information or Items: information (regardless of how generated, stored or maintained) or tangible things that qualify for protection under standards developed under F.R.Civ.P. 26(c).

2.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items: extremely sensitive "Confidential Information or Items" whose disclosure to another Party or non-party would create a substantial risk of serious injury that could not be avoided by less restrictive means.

2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material in this action.

2.7 Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.”

2.8 Protected Material: any Disclosure or Discovery Material that is designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

2.9 Outside Counsel: attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action.

2.10 House Counsel: attorneys who are employees of a Party.

2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their support staffs).

2.12 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action and who is not a past or a current employee of a Party or of a competitor of a Party’s and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party’s. This definition includes a professional jury or trial consultant retained in connection with this litigation.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or counsel to or in court or in other settings that might reveal Protected Material.

1 4. DURATION

2 Even after the termination of this litigation, the confidentiality obligations imposed by this
3 Order shall remain in effect, except with respect to those documents and information that become
4 a matter of public record. This Court retains and shall have continuing jurisdiction over the parties
5 and recipients of the Protected Documents for enforcement of the provisions of this Order
6 following termination of the litigation between the parties.

7
8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
10 Party or non-party that designates information or items for protection under this Order must take
11 care to limit any such designation to specific material that qualifies under the appropriate
12 standards. A Designating Party must take care to designate for protection only those parts of
13 material, documents, items, or oral or written communications that qualify – so that other portions
14 of the material, documents, items, or communications for which protection is not warranted are
15 not swept unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that
17 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
18 unnecessarily encumber or retard the case development process, or to impose unnecessary
19 expenses and burdens on other parties), expose the Designating Party to sanctions.

20 If it comes to a Party's or a non-party's attention that information or items that it
21 designated for protection do not qualify for protection at all, or do not qualify for the level of
22 protection initially asserted, that Party or non-party must promptly notify all other parties that it is
23 withdrawing the mistaken designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
25 e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material
26 that qualifies for protection under this Order must be clearly so designated before the material is
27 disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (apart from transcripts of
3 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top
5 of each page that contains protected material. If only a portion or portions of the material on a
6 page qualifies for protection, the Producing Party also must clearly identify the protected
7 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
8 portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

10 A Party or non-party that makes original documents or materials available
11 for inspection need not designate them for protection until after the inspecting Party has indicated
12 which material it would like copied and produced. During the inspection and before the
13 designation, all of the material made available for inspection shall be deemed “HIGHLY
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must determine which documents,
16 or portions thereof, qualify for protection under this Order, then, before producing the specified
17 documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
18 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that
19 contains Protected Material. If only a portion or portions of the material on a page qualifies for
20 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
21 appropriate markings in the margins) and must specify, for each portion, the level of protection
22 being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
23 EYES ONLY”).

24 (b) for testimony given in deposition or in other pretrial or trial
25 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the
26 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,
27 and further specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each portion of

1 testimony that is entitled to protection, and when it appears that substantial portions of the
 2 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the
 3 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to
 4 have up to 20 days to identify the specific portions of the testimony as to which protection is
 5 sought and to specify the level of protection being asserted (“CONFIDENTIAL” or “HIGHLY
 6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that
 7 are appropriately designated for protection within the 20 days shall be covered by the provisions
 8 of this Stipulated Protective Order.

9 Transcript pages containing Protected Material must be separately bound
 10 by the court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL”
 11 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or
 12 non-party offering or sponsoring the witness or presenting the testimony.

13 (c) for information produced in some form other than documentary, and for
 14 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the
 15 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
 16 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the
 17 information or item warrant protection, the Producing Party, to the extent practicable, shall
 18 identify the protected portions, specifying whether they qualify as “Confidential” or as “Highly
 19 Confidential – Attorneys’ Eyes Only.”

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 21 designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’
 22 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection
 23 under this Order for such material. If material is appropriately designated as “Confidential” or
 24 “Highly Confidential – Attorneys’ Eyes Only” after the material was initially produced, the
 25 Receiving Party, on timely notification of the designation, must make reasonable efforts to assure
 26 that the material is treated in accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's
3 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
4 economic burdens, or a later significant disruption or delay of the litigation, a Party does not
5 waive its right to challenge a confidentiality designation by electing not to mount a challenge
6 promptly after the original designation is disclosed.

7 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
8 Party's confidentiality designation must do so in good faith and must begin the process by
9 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)
10 with counsel for the Designating Party. In conferring, the challenging Party must explain the basis
11 for its belief that the confidentiality designation was not proper and must give the Designating
12 Party an opportunity to review the designated material, to reconsider the circumstances, and, if no
13 change in designation is offered, to explain the basis for the chosen designation. A challenging
14 Party may proceed to the next stage of the challenge process only if it has engaged in this meet
15 and confer process first.

16 6.3 Judicial Intervention. A Party that elects to press a challenge to a
17 confidentiality designation after considering the justification offered by the Designating Party may
18 file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
19 applicable) that identifies the challenged material and sets forth in detail the basis for the
20 challenge. Each such motion must be accompanied by a competent declaration that affirms that
21 the movant has complied with the meet and confer requirements imposed in the preceding
22 paragraph and that sets forth with specificity the justification for the confidentiality designation
23 that was given by the Designating Party in the meet and confer dialogue.

24 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the
26 material in question the level of protection to which it is entitled under the Producing Party's
27 designation.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a non-party in connection with this case only for
4 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
5 disclosed only to the categories of persons and under the conditions described in this Order. When
6 the litigation has been terminated, a Receiving Party must comply with the provisions of section
7 12, below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location
9 and in a secure manner that ensures that access is limited to the persons authorized under this
10 Order.

11 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
12 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
13 disclose any information or item designated CONFIDENTIAL only to:

14 (a) the Receiving Party's Outside Counsel of record in this action, as well
15 as employees of said Counsel to whom it is reasonably necessary to disclose the information for
16 this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is
17 attached hereto as Exhibit A;

18 (b) the officers, directors, and employees (including House Counsel) of the
19 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
20 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

21 (c) experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be
23 Bound by Protective Order" (Exhibit A);

24 (d) the Court and its personnel;

25 (e) court reporters, their staffs, and professional vendors to whom
26 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be
27 Bound by Protective Order" (Exhibit A);
28

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author of the document or the original source of the information.

7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit B;

(b) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the "Agreement to Be Bound by Protective Order" (Exhibit B), and (3) as to whom the procedures set forth in paragraph 7.4, below, have been followed;

(c) the Court and its personnel;

(d) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit B); and

(e) the author of the document or the original source of the information.

7.4 Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items to "Experts"

(a) Unless otherwise ordered by the court or agreed in writing by the Designating Party, a Party that seeks to disclose to an "Expert" (as defined in this Order) any

1 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY” first must make a written request to the Designating Party that (1) identifies the
3 specific HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to
4 disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her
5 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s
6 current employer(s), (5) identifies each person or entity from whom the Expert has received
7 compensation for work in his or her areas of expertise or to whom the expert has provided
8 professional services at any time during the preceding five years, and (6) identifies (by name and
9 number of the case, filing date, and location of court) any litigation in connection with which the
10 Expert has provided any professional services during the preceding five years.

11 (b) A Party that makes a request and provides the information specified in
12 the preceding paragraph may disclose the subject Protected Material to the identified Expert
13 unless, within seven court days of delivering the request, the Party receives a written objection
14 from the Designating Party. Any such objection must set forth in detail the grounds on which it is
15 based.

16 (c) A Party that receives a timely written objection must meet and confer
17 with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
18 agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert may
19 file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
20 applicable) seeking permission from the court to do so. Any such motion must describe the
21 circumstances with specificity, set forth in detail the reasons for which the disclosure to the Expert
22 is reasonably necessary, assess the risk of harm that the disclosure would entail and suggest any
23 additional means that might be used to reduce that risk. In addition, any such motion must be
24 accompanied by a competent declaration in which the movant describes the parties’ efforts to
25 resolve the matter by agreement (i.e., the extent and the content of the meet and confer
26 discussions) and sets forth the reasons advanced by the Designating Party for its refusal to approve
27 the disclosure.

1 In any such proceeding the Party opposing disclosure to the Expert shall
2 bear the burden of proving that the risk of harm that the disclosure would entail (under the
3 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to
4 its Expert.

5
6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
7 LITIGATION.

8 If a Receiving Party is served with a subpoena or an order issued in other litigation
9 that would compel disclosure of any information or items designated in this action as
10 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the
11 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately
12 and in no event more than three court days after receiving the subpoena or order. Such
13 notification must include a copy of the subpoena or court order.

14 The Receiving Party also must immediately inform in writing the Party who caused
15 the subpoena or order to issue in the other litigation that some or all the material covered by the
16 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
17 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that
18 caused the subpoena or order to issue.

19 The purpose of imposing these duties is to alert the interested parties to the
20 existence of this Protective Order and to afford the Designating Party in this case an opportunity to
21 try to protect its confidentiality interests in the court from which the subpoena or order issued.
22 The Designating Party shall bear the burdens and the expenses of seeking protection in that court
23 of its confidential material – and nothing in these provisions should be construed as authorizing or
24 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

25
26 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this Stipulated

1 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party
2 of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected
3 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
4 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and
5 Agreement to Be Bound" that is attached hereto as Exhibit A, if "CONFIDENTIAL" documents,
6 but no "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" documents, were disclosed
7 to that person or those persons, or the "Acknowledgment and Agreement to Be Bound" that is
8 attached hereto as Exhibit B, if "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
9 documents were disclosed to that person or those persons.

10
11 10. PRODUCTION OF PRIVILEGED DOCUMENTS. Inadvertent or unintentional
12 production of privileged documents shall not constitute a waiver of the attorney-client privilege or
13 attorney work product doctrine as they apply to those documents specifically or the subject matter
14 of those documents generally. If a party produces documents that it believes should have been
15 withheld as privileged, such party shall provide a written request for the return of those documents
16 within a reasonable time after having actual knowledge that said documents have been produced.
17 The receiving party must then return those documents, along with any copies thereof, to the
18 producing party within ten (10) calendar days of receiving such notice. The receiving party may
19 challenge the privileged nature of the recalled documents by filing a motion with the Court and
20 requesting in camera review of the documents in question.

21
22 11. FILING PROTECTED MATERIAL. Without written permission from the
23 Designating Party or a court order secured after appropriate notice to all interested persons, a Party
24 may not file in the public record in this action any Protected Material. A Party that seeks to file
25 under seal any Protected Material must comply with Civil Local Rule 79-5.

1 12. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the
2 Producing Party, within sixty days after the final termination of this action, each Receiving Party
3 must return all Protected Material to the Producing Party. As used in this subdivision, “all
4 Protected Material” includes all copies, abstracts, compilations, summaries or any other form of
5 reproducing or capturing any of the Protected Material. With permission in writing from the
6 Designating Party, the Receiving Party may destroy some or all of the Protected Material instead
7 of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must
8 submit a written certification to the Producing Party (and, if not the same person or entity, to the
9 Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all the
10 Protected Material that was returned or destroyed and that affirms that the Receiving Party has not
11 retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing
12 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
13 archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or
14 attorney work product, even if such materials contain Protected Material. Any such archival
15 copies that contain or constitute Protected Material remain subject to this Protective Order as set
16 forth in Section 4 (DURATION), above.

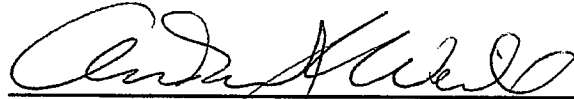
17
18 13. MISCELLANEOUS

19 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.

21 13.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to disclosing or
23 producing any information or item on any ground not addressed in this Stipulated Protective
24 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of
25 the material covered by this Protective Order.
26
27
28

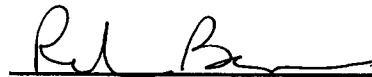
1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: March 10, 2008



Andrew J. Weill, State Bar No. 073093
BENJAMIN, WEILL & MAZER
A Professional Corporation
Attorneys for Defendant
PENINSULA COMPONENTS, INC.
D/B/A PENCOM

4
5
6
7
8 Dated: March 24, 2008



Rebecca A. Beynon (Pro Hac Vice)
KELLOGG, HUBER, HANSEN, TODD, EVANS &
FIGEL, P.L.L.C.
Attorneys for Plaintiffs
PENN ENGINEERING & MANUFACTURING
CORP., and PEM MANAGEMENT, INC.

9
10
11
12
13 PURSUANT TO STIPULATION, IT IS SO ORDERED.

14
15
16
17 Dated: March ____, 2008

18 Honorable Charles R. Breyer

BENJAMIN, WEILL & MAZER
A PROFESSIONAL CORPORATION
235 MONTGOMERY STREET, SUITE 760
SAN FRANCISCO, CA 94104
(415) 421-0730

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], have been designated as a person who may have access to information designated as "CONFIDENTIAL" as that term is defined in the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of Penn Engineering & Manufacturing Corp. and PEM Management, Inc. v. Peninsula Components, Inc., Case No. C07 04231 CRB. I understand that I am NOT designated as a person who may have access to information designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as that term is defined in that Stipulated Protective Order.

I declare under penalty of perjury that I have read in its entirety, understand, and agree to comply with and to be bound by all the terms of this Stipulated Protective Order with respect to all information designated "CONFIDENTIAL" as defined therein. I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]

EXHIBIT B

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], have been designated as a person who may have access to information designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as those terms are defined in the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of Penn Engineering & Manufacturing Corp. and PEM Management, Inc. v. Peninsula Components, Inc., Case No. C07 04231 CRB.

I declare under penalty of perjury that I have read in its entirety, understand, and agree to comply with and to be bound by all the terms of this Stipulated Protective Order with respect to all information designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" as defined therein. I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]